

1 ANTHONY R. LOPEZ (State Bar No. 149653)
2 LAW OFFICES LOPEZ & ASSOCIATES
3 9025 Wilshire Blvd., Suite 500
4 Beverly Hills, California 90211
5 Telephone: (310)276-4700

6 LOPEZ & PRAJIN
7 ATTORNEYS AT LAW
8 GEORGE L. PRAJIN (State Bar No. 280055)
9 620 Newport Center Drive, Suite 1100
10 Newport Beach, California 92660
11 Telephone: (949)200-4607

12 Attorneys for Plaintiffs, Jose Francisco Garza Duron and Alejandro Garza

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **WESTERN DIVISION**

16 JOSE FRANCISCO GARZA DURON
17 ALEJANDRO GARZA

Case No: CV15-07048 MWF(Ex)

**STIPULATION FOR
PROTECTIVE ORDER**

18 Plaintiffs,

19 v.

20 24 HOUR MUSIC, LLC; and
21 DOES 1-5,

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23 Defendants.
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1 Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiffs Jose Francisco
2 Garza Duron and Alejandro Garza and Defendant 24 Hour Music, LLC the parties
3 shall be referred to collectively as the "Parties"), BY AND THROUGH THEIR
4 UNDERSIGNED COUNSEL OF RECORD, HEREBY STIPULATE AND AGREE
5 TO THE REQUEST FOR, AND ENTRY OF, THE FOLLOWING STIPULATED
6 PROTECTIVE ORDER:

7 1. Parties and third parties may designate any Document, including
8 answers to interrogatories and requests for admissions, documents obtained by
9 inspection of files or facilities or by production of documents, or any portion of any
10 Document, as well as any Transcript and exhibits thereto, produced or filed in this
11 proceeding, as "Confidential" as long as they contain Confidential Information as
12 defined in Paragraph 2 below.

13 a. "Document" shall mean any papers, tapes, documents, disks,
14 diskettes, and other tangible things produced by any person in
15 connection with this litigation, and shall include, without
16 limitation, all original written, recorded (sound or video) or
17 graphic matters and all non-identical copies thereof.

18 b. "Transcript" shall mean any stenographic or verbatim recording
19 of an interview, sworn statement, deposition, or hearing.

20 2. For purposes of this Stipulated Protective Order, "Confidential
21 Information" shall mean (1) costs incurred, revenues earned, and profits realized by
22 the Parties in connection with the exhibition, publication, and/or licensing of sound
23 recordings; (2) consideration paid by or to the Parties to third parties for licensing
24 and other rights; (3) financial terms of agreements between any Party and third
25 parties concerning exhibition, publication and/or licensing of sound recordings; (4)
26 any information otherwise protectable as a trade secret pursuant to Section 3426.1 of
27 the California Civil Code; and (5) any information that either Party reasonably
28 believes is sufficiently competitively sensitive so as to warrant protection under this

1 Stipulated Protective Order.

2 3. Confidential Information shall be used only for the purpose of litigation
3 of this action and the matter of Isidro Chavez Espinoza p/k/a Espinoza Paz v. Martin
4 Alfonso Fabian Ramos, et. al., Case No. 2015-16281 filed in the 55th District Court
5 of Harris County, Texas, and shall not be used for any other purpose whatsoever.

6 4. For purposes of this Stipulated Protective Order, "Qualified Persons"
7 shall mean the following:

- 8 a. Counsel for any party hereto, including in-house counsel, and all
9 partners, associates or of-counsel attorneys of counsel's law firm
10 and all paralegal assistants, stenographic and clerical employees
11 thereof when operating under the direct supervision of such
12 partners, associates or of-counsel attorneys.
- 13 b. Court and Mediator personnel, including stenographic reporters
14 engaged in such proceedings as are necessarily incident to the
15 preparation for trial and/or trial of this action.
- 16 c. Any party to this action, including but not limited to any officer,
17 employee or representative thereof;
- 18 d. Persons other than parties and their officers, employees and
19 representatives whose depositions are being taken in this action,
20 who have, prior to the commencement of their deposition, signed
21 the statement attached hereto as Exhibit "A" (which is to be made
22 part of the official transcript of that deposition) attesting to the
23 fact that they have reviewed and agreed to be bound by the
24 provisions of this Stipulated Protective Order;
- 25 e. Independent experts or consultants (not regularly employed by or
26 otherwise associated with a party) who are retained to assist in
27 the handling of this action to furnish technical or expert advice or
28 to give expert testimony at trial, provided that disclosure of

1 Confidential Information to such experts or consultants shall be
2 made only on the following conditions:

- 3 i. Prior to any Confidential Information being disclosed to
4 any expert, consultant or witness, counsel of record shall
5 be required to obtain from said expert, consultant or
6 witness a signed statement, in the form of Exhibit "A"
7 attached hereto (which shall be maintained by counsel of
8 record for that party), attesting to the fact that the expert,
9 consultant or witness has reviewed and agreed to be bound
10 by the provisions of this Stipulated Protective Order.
11 ii. In the event a consulting expert becomes a testifying
12 expert, a copy of the expert's executed statement in the
13 form of Exhibit "A" must be provided to opposing counsel
14 in advance of the expert testifying at deposition or trial.

15 f. Outside copy and litigation support vendors, provided they agree
16 to be bound by this Protective Order.

17 5. Information designated as Confidential may be disclosed, summarized,
18 described, characterized, or otherwise communicated or made available in whole or
19 in part only to Qualified Persons.

20 6. The party or third party seeking protection may designate information
21 as "Confidential" by placing or affixing to the Document or Transcript, prior to
22 production, the notation "Confidential." Such designation shall constitute a
23 representation by counsel for the party or third party making the designation that the
24 Document or the Transcript, or any portion thereof so designated, constitutes
25 Confidential Information as defined in Paragraph 2 of this Stipulated Protective
26 Order.

- 27 a. An inadvertent failure to designate an item as Confidential shall
28 not be deemed a waiver of the rights afforded by this Protective

1 Order. A party or third party that inadvertently fails to mark an
2 item as Confidential at the time of production may thereafter
3 inform the other Parties of the error and designate the item
4 Confidential at that time. Such designation and notice thereof
5 shall be made in writing, accompanied by substitute copies of
6 any documents appropriately marked as Confidential. Upon
7 receipt of the substitute copies, the receiving party shall treat the
8 item according to its Confidential designation until further
9 written agreement of the parties or order of the Court. Within
10 five (5) days of receipt of the substitute copies, the receiving
11 party shall return or destroy the previous unmarked items and all
12 copies thereof.

13 b. All items produced prior to the filing and entry of this Stipulated
14 Protective Order may be designated as Confidential within
15 fifteen (15) days of the filing and entry.

16 7. If a party wishes to designate testimony or an exhibit as Confidential
17 during the course of a deposition in this action, it shall do so by stating such
18 designation on the record. Counsel for the party designating the testimony or
19 exhibit as Confidential shall make reasonable arrangements to have only Qualified
20 Persons present during the Confidential testimony and/or presentation, quotation or
21 reference to the Confidential exhibit.

22 a. When Confidential Information is incorporated into a Transcript
23 of a deposition, arrangements shall be made by the designating
24 Party's counsel with the attending reporter to label
25 "Confidential" those portions of the Transcript containing such
26 Confidential Information and only those portions containing such
27 Confidential Information. Such designated portions of the
28 Transcripts (and all copies thereof) shall thereafter be subject to

1 the same provisions herein as apply to any other Confidential
2 Information.

3 b. Any party may also designate information disclosed at a
4 deposition as Confidential Information by notifying all of the
5 parties in writing within ten (10) days of receipt of the transcript
6 of the specific pages and lines of the transcript, which should be
7 treated as Confidential Information thereafter. Each party shall
8 attach a copy of each such written notice to the face of the
9 transcript and each copy thereof in that possession, custody or
10 control. All deposition transcripts shall be treated as
11 "Confidential" for a period of ten (10) days after initial receipt of
12 the transcript.

13 8. The substance or content of Confidential Information, as well as all
14 notes and memoranda relating thereto, shall not be disclosed to anyone other than
15 Qualified Persons, either during the pendency of this action, or subsequent to its
16 final determination. The Parties and their counsel shall take reasonable precautions
17 to ensure that no unauthorized disclosure of Confidential Information occurs.

18 9. If a party files papers with the Court that include Confidential
19 Information, such papers shall be accompanied by an application to file the papers,
20 or the confidential portion thereof, under seal (the "Application"). The Application
21 must demonstrate good cause for the under seal filing. If the non-filing Party elects
22 to also file papers demonstrating good cause for the under seal filing, that Party shall
23 have five (5) court days to file such papers. The Application shall be directed to the
24 judge to whom the papers are directed. Pending the ruling on the Application, the
25 papers or portions thereof subject to the Application shall be lodged under seal.

26 10. Upon the final determination of this action (and all appeals), whether
27 by final non-appealable judgment, settlement or otherwise:

28 a. The terms of this Stipulated Protective Order shall be made a

1 part of any judgment or order of dismissal and shall be binding in
2 perpetuity on all Qualified Persons;

- 3 b. Counsel of record for each party receiving Confidential
4 Information shall, upon written request by the party that
5 produced the Confidential Information, either assemble and
6 return to the disclosing party all Documents designated as
7 Confidential or shall assemble and destroy all Documents and
8 things containing such Confidential Information, including all
9 summaries or other material containing or disclosing
10 Confidential Information, the destruction of which shall be
11 confirmed in writing to the disclosing party within thirty (30)
12 days of a request for such return or destruction made by the party
13 producing the Confidential Information. All materials returned
14 to the Parties or their counsel by the Court likewise shall be
15 disposed of in accordance with this paragraph. However,
16 nothing herein shall require any Party or counsel to disclose to
17 any other Party or counsel any materials protected by the
18 attorney-client privilege or attorney-work product doctrine even
19 if they contain another Party's Confidential Information. Such
20 materials shall be destroyed, not returned, in response to a
21 request made pursuant to this Paragraph. In addition, the Parties
22 need not return or destroy materials containing information that
23 was previously designated as Confidential to the extent that such
24 information was made public or publicly available in connection
25 with the trial on this matter. Also, nothing herein shall preclude
26 counsel of record from maintaining one copy of all Court filings
27 in connection with the action even if they contain Confidential
28 Information, but such counsel of record shall continue to treat

1 such filings containing Confidential Information according to the
2 protections afforded by this Protective Order but only to the
3 extent that such information was not made public or publicly
4 available in connection with the trial on this matter. The
5 inadvertent failure by either Party to return or destroy any
6 documents containing Confidential Information shall not
7 constitute a violation of this so long as the Party has made all
8 reasonable efforts to comply with its obligations hereunder.

9 11. Nothing in this Stipulated Protective Order shall be construed as an
10 admission as to the relevance, authenticity, foundation, or admissibility of any
11 document, material, transcript, or other information that is not otherwise relevant,
12 authenticated, or admissible, or does not possess an adequate foundation.

13 12. If any party desires to seek a modification of this Stipulated Protective
14 Order, the procedure for obtaining a decision from the Court is set forth in Local
15 Rule 37.

16 13. Inadvertent production by any party of a document containing
17 privileged attorney-client or other privileged communications, attorney work
18 product immunity, or other information not subject to discovery, shall not constitute
19 a waiver of any privilege, immunity or other right not to produce such a document.
20 Any such document and any copies made of it shall be returned to the producing
21 party immediately upon its request.

22 14. Nothing in this Stipulated Protective Order shall bar or otherwise
23 restrict any attorney herein from rendering legal advice to a party in this case.

24 15. In the event a dispute arises regarding this Protective Order or the
25 Parties' activities relating to it (including but not limited to, challenging the
26 propriety of specific designations, objecting to a Party's abuse of its ability to
27 designate materials Confidential, seeking the modification of the Protective Order),
28 the Parties shall follow the procedures set forth in Local Rule 37 to resolve the

1 dispute unless otherwise ordered by the Court. The Party challenging the
2 designations shall treat the materials according to the Confidential designations
3 unless or until the Court orders otherwise. The Party seeking to enforce the
4 Confidential designations shall have the burden on the motion to prove the legal and
5 factual basis for upholding the designations. If a Party wants to file under seal the
6 Joint Stipulation required by Local Rule 37, it may file a stipulation to that effect or
7 the Party seeking to file under seal may file an ex parte application making the
8 appropriate request in accordance with Paragraph 10 of this Protective Order.

9 16. This Protective Order creates no presumptions that any particular
10 designations are appropriate or warranted and shall not be relied upon by any Party
11 as the basis for designation of any materials as Confidential.

12 17. The terms herein are Orders of the Court and not merely recitals, with
13 this document containing the entire Stipulation between the Parties. This Stipulated
14 Protective Order can only be changed or terminated in a writing signed by each of
15 the Parties hereto and/or by an Order of the Court.

16 By the signature of their undersigned attorneys, the Parties and their counsel
17 stipulate that they will be bound by the foregoing provisions and further stipulate
18 that this Stipulated Protective Order may be signed, filed and entered by the Court.

19
20 STATEMENT OF GOOD CAUSE

21 Plaintiffs have brought an action for intentional interference with contractual
22 relations and an accounting against the Defendants. The damages alleged by the
23 Plaintiffs involve information that each party seeks to protect, including information
24 regarding revenues, costs, and net profits. Each Party considers certain of its
25 business and financial information at issue to be proprietary and commercially
26 sensitive. In order to accommodate each side's position and avoid lengthy and
27 expensive litigation over the issue, the Parties agree that a mutually appropriate
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1 protective order will speed the discovery and litigation processes. Therefore, the
2 Parties believe good cause exists for designating such information "Confidential."

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1 Because the claims at issue do not involve many of these sensitive terms, the
2 Parties would propose that, when possible, they file redacted versions of documents
3 containing irrelevant "Confidential" information, rather than seeking to file the
4 entire document under seal.

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6 DATED: February 1, 2017

Respectfully submitted,

7
8 LOPEZ & PRAJIN

9 By: Anthony R. Lopez

10 ANTHONY R. LOPEZ

11 Attorneys for Plaintiffs JOSE FRANCISCO

12 GARZA DURON and ALEJANDRO GARZA

13
14 DATED: February 1, 2017

15 GONZALEZ & ASSOCIATES PLC

16
17 
18 By: _____


19 ROSENDO GONZALEZ

20 Attorneys for Defendants 24 HOURS

21 MUSIC LLC

22 FOR GOOD CAUSE SHOWN. IT IS SO ORDERED.

23
24
25 DATE: 2/17/17

26 
MICHAEL W. FITZGERALD

27 United States District Judge

28 *Magistrate Judge*

EXHIBIT "A"

**ACKNOWLEDGEMENT OF AND AGREEMENT TO BE BOUND BY
STIPULATED PROTECTIVE ORDER**

This is to certify that I, the undersigned, have read and am fully familiar with the provisions of the Stipulated Protective Order filed and entered in the case Jose Francisco Garza Duron et al. v. 24 Hour Music LLC, et al., Case No. CV 15-07048 - MWR(Ex) (hereinafter referred to as the "Stipulated Protective Order").

As a condition precedent to the disclosure to me of any Confidential Information pursuant to the Stipulated Protective Order, or my obtaining any information contained in said material, I hereby agree that the Stipulated Protective Order is binding upon me, and I further agree to keep all such material and information in strictest confidence and otherwise to observe, comply with, and be bound by the provisions of the Stipulated Protective Order.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed at _____, this ____ day of _____,
2016.

Signature: _____

Name: _____

Address: _____

Telephone: _____